RESOLUTION NO. 266 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT FOR THE POLICE TRAINING ACADEMY WITH THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM AT THE BCTC NEWTOWN CAMPUS FOR A PERIOD OF THREE YEARS BEGINNING JULY 1, 2024, AT A COST OF $131,597, FOR FY2025, SUBJECT TO APPROPRIATION BY COUNCIL.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, attached hereto and incorporated herein by reference, with the Kentucky Community and Technical College System on behalf of Bluegrass Community and Technical College, for lease of the Megowan Building by the Police Training Academy.

Section 2 – That an amount, not to exceed the sum of $131,597, be and hereby is approved, for payment to the Kentucky Community and Technical College System on behalf of Bluegrass Community and Technical College, for FY2025, subject to appropriation by council, from account # 1101-505507-71302, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0480-24:CWE:4871-2373-7532, v. 1

MEMORANDUM OF AGREEMENT
by and between
Kentucky Community and Technical College System
And
Lexington Fayette Urban County Government

PARTIES: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 1st day of July, 2024, by and between the Kentucky Community and Technical College System with an address of 300 North Main Street, Versailles, Kentucky, 40383, (hereinafter KCTCS), on behalf of Bluegrass Community and Technical College (hereinafter BCTC) or the College) and the Lexington Fayette Urban County Government (hereinafter the LFUCG) with an address of 200 East Main Street, Lexington, Kentucky 40507.

PURPOSE AND BENEFIT: BCTC and the LFUCG enter into this agreement to set forth and ensure compliance with any and all terms and conditions of building and facility use for the space offered by the College to the Police Training Academy. Such terms and conditions shall apply to use and enjoyment of office and training space in BCTC's building knows as "The Newtown Campus Megowan Building."

The Police and KCTCS/BCTC agree that the use of the Newtown Campus as proposed, described, and agreed upon within this Agreement provides mutual valuable benefit to both parties and that said benefits include access to and use of the facilities as agreed upon below by both parties.

SPACE LEASED: BCTC hereby leases to the Police an approximate 20,700 square feet of property of the Newtown Campus, the Megowan Building, which consists of no more than all classrooms, restrooms, and the gymnasium. The Police shall have full use of approximately 13,098 square feet of the space while sharing approximately 7,602 square feet with BCTC as per the attached "Exhibit A" in the facility. The space leased includes all specified and agreed upon space, including common areas and restrooms in the facility. The Police agree to accept and maintain the facility and areas leased in quiet and peaceful possession for the full and entire term of this agreement.

COST: BCTC will lease the space to the Police at a cost of $131,597 for the first year. This cost will increase incrementally based upon the attached "Exhibit B" over the life of the additional seven-year renewal periods. This cost represents the lease of all described space and includes all utilities (gas, electric, water, and sewer), custodial, and all costs and expenditures incidental to the use and enjoyment of the facility. This cost is based on estimates of actual cost and the agreed upon percentage of use of the facility as outlined per the attached "Exhibit B" with the intent to move the lease cost per square feet closer to fair market value of other BCTC leased space. The Police shall make payments to BCTC in regular, monthly installments, payable on or before the 15th of each month during the term of this MOA.

EFFECTIVE TERM OF AGREEMENT: The term of this lease agreement is one year, commencing on July 1, 2024 and ending on June 30, 2025. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and the option to renew under the same terms and conditions shall continue for seven additional years ending on June 30, 2032. Effective July 1, 2032, both parties may re-negotiate the terms and conditions set forth.

TERMINATION: Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination of at least 30 days in advance.

TERMS AND CONSITIONS OF ACCESS AND USE:

1. The Leased Premises shall remain subject to easements and restrictions of record and are subject to the restrictions and regulations of any and all federal, state, county, city, and municipal authorities having jurisdiction and any amendments or additions thereto, and any rules or regulations promulgated by BCTC.

2. BCTC shall be responsible for securing and maintaining premises liability and casualty insurance on the building, including the Leased Premises. The police shall be responsible for securing and maintaining contents insurance for equipment, and fixtures located within the Leased premises, and will name BCTC as an additional insured on their general liability insurance policy and shall provide a Certificate of Liability Insurance at the time of the MOA signing.

3. The Police shall be responsible for all conduct of and liability for training and other activities conducted on the premises. KCTCS/BCTC shall not accept liability for any injury incurred as a result of Police's use of or training in the facility.

4. Pursuant to KRS 237.115, KCTCS has the authority to prohibit the possession of deadly weapons on campus except as otherwise provided by law. KCTCS recognizes that the Police are entitled pursuant to KRS 5627.020 to carry concealed weapons on campus for law enforcement purposes. KCTCS further acknowledges that KCSTCS Policy 3.3.23 on Deadly Weapons permits use of weapons for a legitimate academic activity. The training agreed upon and intended under this lease may include the use of such weapons. This use shall not in any other circumstance or on any other property prohibit KCTCS from enforcing its ability to prohibit deadly weapons on or in any of its facilities, building, or campuses.

5. BCTC shall maintain in good condition and repair the building and shall make all repairs becoming necessary by reason of any structural defects in the Building; provided however, that BCTC shall not be required to make any repairs necessitated by reason of any act or omission of the Police, its officers, agents, employees, visitors, or anyone claiming under the Police or caused by any alteration, additional, or improvements made by the Police.

6. The Police shall not make any alterations, or changes to the Leased Premises without securing written consent from BCTC in advance. The Police shall be permitted to maintain existing fixtures and appurtenances in the Leased Premises, including the installation of and maintenance or video equipment and/or wiring necessary for computers and networking.

7. The Police will supply all required furniture and furnishings for the space.

8. The adjacent existing parking area located between the Megowan Building and the Maintenance Warehouse shall be identified as parking for use by the Police. The Police may make improvements to this parking area at their discretion and with the approval of BCTC.

9. The Police will provide any needed wiring for telephone, computer cables, and network drops at their own expense.

10. BCTC shall provide janitorial services for the building.

11. The Police will provide for trash and/or recycle services for the space.

12. The Police will provide for ay needed snow and ice removal from the parking area, and outside of the building, including the entry way and sidewalks.

13. BCTC shall provide landscape services for the property.

14. BCTC will allow the Police to contract for vending services in the space and the Police will be responsible for such services.

15. The Police will not erect any interior or exterior signage, without written approval from BCTC.

16. BCTC will provide two (2) KEYS PER DOOR TO THE Police for use in the space in order to receive keys the Police must sign a log in sheet maintained by BCTC for the keys.

17. Gymnasium will be a shared use space by the Police and BCTC. The Police will have priority on weekdays from 6 AM to 4 PM and BCTC will have priority on weekdays from 4 PM to midnight and Saturdays from Noon to 4 PM. There will be a calendar indicating the reserved times allowing flexibility for each party away from their priority times. BCTC will be given weekday access for events based upon the shared percentages outlined in "Exhibit B".

18. BCTC agrees to allow The Police exclusive use of the two gymnasium offices but reserves the right to request that one or both of those offices be returned to BCTC exclusive use. Exclusive use of these two offices shall be reviewed annually. A corresponding rent decrease would be calculated should one or both of these offices return to BCTC exclusive use. BCTC will give LFUCG and Police Training Academy a 30 day written notice to vacate one or both gym offices.

19. The Police will immediately contact Scott Coleman, BCTC Director of Safety and Security at 859-753-8446 for any building emergencies.

20. This Agreement shall be modified and/or amended only by a written amendment executed by all parties to this Agreement.

21. The parties also agree hereto that the laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this

Memorandum of Agreement. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement shall be filed in either the Franklin County Circuit Court of Franklin County District Court, commensurate with the jurisdictional limits of those Courts, of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF AGREEMENT and recommended the Agreement by signature:

Linda Gorton

Lexington Fayette Urban County Government
Mayor, Linda Gorton

Date: 5/16/2024

Bluegrass Community and Technical College
President, Dr. Greg Fenney

Date: 4.25.24

Kentucky Community and Technical College
System, Interim Vice President of Administration,
Buddy Combs

Date: 04/26/2024

Attachment A, March 2021

PRESENTATION FIRST FLOOR BLDG 69
1/8" = 1'-0"

DEPARTMENT LEGEND

0	sf	BCTC COLLEGE
13,098	sf	POLICE TRAINING ACADEMY
7,602	sf	SHARED SPACE

BID PACKAGE #6A: BUILDINGS 15, 57 & 69 RENOVATIONS

PHASE 'B' SUBMITTAL

CLASSROOM/STUDENT SERVICES BUILDING
NEWTOWN PIKE CAMPUS
BLUEGRASS COMMUNITY & TECHNICAL COLLEGE
KENTUCKY COMMUNITY & TECHNICAL COLLEGE SYSTEM
LEXINGTON, KY

FLOOR PLAN MEGOWAN

NOT USED

rosstarrant architects

AUGUST 15, 2012

Exhibit B

DRAFT AS OF 3/15/2024

BCTC Newtown Campus-Megowan Building

Lease Cost Calculations July 1, 2024 - June 30, 2027

Space Breakdown:	Square Feet	Police %	Police Exclusive Square Feet	Police Shared Square Feet		Year 1 Cost Per Square Foot	Year 2 Cost Per Square Foot	Year 3 Cost Per Square Foot
						$ 7.00	$ 7.75	$ 8.75
Gym Offices	612	100%	612					
Gym	6,170	75%		6,170				
Gym Restrooms	520	75%		520				
Police Training Area	12,486	100%	12,486					
Stage	354	75%		354				
Mechanical Rooms	558	75%		558				
Totals:	20,700		13,098	7,602	Police Cost:	$ 131,597	$ 145,696	$ 164,496
					Prior Year Cost	$ 89,239	$ 131,597	$ 145,696
					% Increase	47%	11%	13%

Police Exclusive Use	13,098	100%				91,686	101,510	114,608
Shared Use	7,602	75%				39,911	44,187	49,888
	20,700				Police Cost:	131,597	145,696	164,496
					Cost per square foot of total building:	$ 6.36	$ 7.04	$ 7.95

Estimated BCTC Usage Needs of Shared Space:		25%	50%	100%
Days per Year	365	91	183	365
Weeks per Year	52	13	26	52
Months per Year	12	3	6	12
Estimated Days Used per Month		8	15	